

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES 1   2		
2. AMENDMENT/MODIFICATION NO. <b>0001</b>		3. EFFECTIVE DATE 7 APR 06		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE		SP4420		7. ADMINISTERED BY (If other than Item 6) CODE		SP4420	
DEFENSE REUTILIZATION & MARKETING SERVICE DRMS-PHO/EUROPE POSTFACH 2027 65010 WIESBADEN, GERMANY  BUYER/SYMBOL – Gloria Daws / DRMS-PHO PHONE - (49) 611-380-7260 FAX: (49) 611-380-7474							
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				9a. AMENDMENT OF SOLICITATION NO. SP4420-06-R-0003			
				9b. DATED (SEE ITEM 11) 29 MAR 06			
				10a. MODIFICATION OF CONTRACT/ORDER NO.			
				10b. DATED (SEE ITEM 13)			
CODE:		FACILITY CODE:					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<p><b>[ X ]</b> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, <b>[ X ] is not extended</b></p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and <b>returning 1 copies</b> of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. Accounting And Appropriation Data (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
<b>E. IMPORTANT:</b> Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  <p>Solicitation SP4420-06-R-0003 is hereby amended to make changes (see attached changes to the solicitation) to Section C-9, C-22 and L-2 of the solicitation as follows:</p>          <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER			
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

a. Section C-9.7 is hereby added to the solicitation and reads as follows:

C-9.7 The contractor may proposed the use of additional TSDR facilities. The contractor shall provide a completed facility profile sheet (attachment 4a) when proposing the use of any TSDR facilities on this contract and shall provide the following supporting documents (English translation and in the native language) for each facility:

- a. A copy of the operating permit cover letter which identifies the approving authority, the date the permit was granted and the date of expiration.
- b. A listing of all the EWCs and the treatment process codes that the facility is authorized to receive and treat.
- c. A copy of the current facility financial assurance documents (environmental liability insurance).

b. Section C-22.3 is hereby added to the solicitation and reads as follows:

C-22.3 Any commingling or consolidation of US government waste with non-US Government waste by the contractor or third parties shall result in the indemnification of the US government concerning any and all claims that result from such commingling or consolidation. Compensation to the contractor shall be limited to the CLINs ordered and removed on the DD 1155 prior to the commingling or consolidation.

c. Section L.2.2.3.2.2 is hereby modified to change the first two sentences as follows:

L.2.2.3.2.2 Treatment, Storage, Disposal and Recycling Facilities. A facility Profile Sheet must be submitted for each treatment, storage, disposal or recycling facility, as well as each laboratory, proposed for use on this contract. The supporting documentation requirements found in clause C-5.3 also apply. The Facility Profile Sheet is located at Attachment 4a and must be submitted; no substitute forms will be accepted.

e. End of changes and no other changes are authorized.

to recover the metal fraction by thermal processing, precipitation, exchange, carbon absorption, or other techniques that yield non-hazardous levels of heavy metals in the residuals.

C-9.5.3. Reactives shall be treated using a method that changes the chemical or physical composition of a material such that it no longer exhibits the characteristic for reactivity.

C-9.5.4 Corrosives. The contractor shall neutralize corrosive wastes to a pH value between 6.0 and 9.0. Other acceptable treatments include recovery, incineration, chemical or electrolytic oxidation, chemical reduction, or stabilization.

C-9.5.5. Batteries. Mercury, nickel-cadmium, lithium, and lead-acid batteries will be processed in accordance with paragraphs C-9.5.2 to stabilize, fix or recover heavy metals, as appropriate, and in accordance with paragraph C-9.5.4 to neutralize any corrosives before disposal.

C-9.5.6 Any PCB waste at concentrations greater than 50 ppm will be disposed of in a land-based, high temperature incinerator licensed by the Environment Agency for PCB disposal, or in a landfill licensed by the Environment Agency to receive PCB waste provided all the PCB articles are first drained of all free flowing liquids

C-9.6 Treatment of hazardous wastes that are categorized as hazardous, that no longer exhibit any hazardous characteristic may be disposed of as solid waste. Treatment residues of wastes that are categorized as hazardous waste on the basis of EWC will continue to be managed as hazardous waste, including for disposal.

C-9.7 The contractor may propose the use of additional TSDR facilities. The contractor shall provide a completed facility profile sheet (attachment 4a) when proposing the use of any TSDR facilities on this contract and shall provide the following supporting documents (English translation and in the native language) for each facility:

- a. A copy of the operating permit cover letter which identifies the approving authority, the date the permit was granted and the date of expiration.
- b. A listing of all the EWCs and the treatment process codes that the facility is authorized to receive and treat
- c. A copy of the current facility financial assurance documents (environmental liability insurance)

## **C-10 STORAGE RESTRICTIONS**

**DRMS-E (SEP 2005)**

C-10.1 The contractor shall properly store hazardous wastes and materials in a manner that effectively mitigates hazards to human health and the environment. Incompatible chemicals shall be segregated, all containers should be non-leaking, in good condition and labeled. Storage areas shall be properly labeled and have a containment system to prevent spills or leaks from reaching the environment.

C-10.2 Storage of waste cannot exceed the TSDR Facility's permit restrictions, but in all cases shall not exceed one year.

C-21.1 The ordering of specific chemical analysis services under this contract shall be at the discretion of the Government, and should not be considered either a precursor or prerequisite to the Government ordering the removal of wastes described in accordance with this instrument. The analytical report shall be submitted as received from the laboratory (in the host nation language) and accompanied by an English translation of the data and a completed hazardous waste profile sheet and returned to the COR no later than 14 calendar days after issuance of a delivery order. The analysis report must include:

C-21.1.1 Parameters tested.

C-21.1.2 Limits of detection for each identified constituent.

C-21.1.3 Regulatory limits for each identified constituent.

C-21.1.4 Analytical method, including reference number or description.

C-21.1.5 Laboratory conducting the analysis and chemist or laboratory manager signature.

C-21.1.6 Sample number and sample type (grab, composite, solid, liquid, etc.).

C-21.2 The contractor shall furnish, at no additional cost to the US Government, the results of chemical analyses which he, or any subcontractor, opted to conduct independently. Field tests shall not be authorized unless such test has been specifically approved by the Belgium authorities. The US Government may request copies of the actual analytical results such as AA & GC charts and graphs, calculations, retention times, attenuation, standard calibrations, spike and blank sample documentation, and quality control checks.

## **C-22 WASTE SEGREGATION AND PACKAGING/REPACKAGING/INVENTORY**

**DRMS-E (SEP 2005)**

C-22.1 The contractor shall segregate, sort, package, re-containerize, identify shipping name, and label waste containers for assorted hazardous property that has accumulated in an area other than a HWAP. The contractor shall provide an itemized inventory of these wastes including:

C-22.1.1 International waste nomenclature, European Waste Code and hazard class.

C-22.1.2 Weight (kg) of each item and number and size of containers.

C-22.2 The services shall be ordered according to the estimated weight of the items to be segregated and packaged and shall be priced per kilogram. The CLIN unit price shall include the cost of containers required but it shall not include the cost of disposal.

C-22.3 Any commingling or consolidation of US government waste with non-US Government waste by the contractor or third parties shall result in the indemnification of the US government concerning any and all

claims that result from such commingling or consolidation. Compensation to the contractor shall be limited to the CLINs ordered and removed on the DD1155 prior to the commingling or consolidation.

#### **C-23 LAB PACKS**

**DRMS-E (SEP 2005)**

The US Government may have laboratory chemicals from a school or medical facility that require packaging for shipment and disposal. The containers of chemicals are small (less than 5 liters) and will already be inventoried by the US Government. The contractor shall be provided with a copy of the inventory and an estimated total weight and shall be required to pack the small containers for shipment and disposal. The contractor shall provide the COR with the total weight of the items for disposal.

#### **C-24 WASTE MANAGEMENT SERVICES (WMS)**

**DRMS-E (SEP 2005)**

C-24.1 General: Waste Management Services are the contractor services needed to conduct certain aspects of the hazardous waste management program for a prescribed location(s). WMS includes the operation of the HWSA, Bldg. 1098 on Chievres to ensure compatible storage of HW and the proper management and housekeeping of the HWSA. Management means that all inventories, hazardous waste logs and inspection logs will be recorded, kept up to date and maintained on file as part of the HWSA operating record. Management also includes the preparation and completion of specified electronically prepared documentation required by this contract. WMS includes the maintenance, testing and inspection of all appropriate personal protective equipment (PPE), decontamination and spill prevention equipment on a weekly basis and recording those inspections as part of the operating record. Housekeeping means that the HWSA shall be maintained at all times in a neat, clean and orderly manner with no visible evidence of debris (i.e., dirt, sand, cigarette butts, paper, trash, etc) or spills of any kind. WMS also includes the contractor providing HW container removal services at the locations identified in Attachment 7 to this contract. Full-time staffing, by the contractor of each location requesting Waste Management Services is not required unless specified for a given location; however, the contractor is not required to conduct any routine visits to any waste collection point except as outlined in C-24.2.1. The contractor shall maintain the Waste Management, Handling and Removal Plan approved by the Government throughout the term of the contract. The Waste Management, Handling and Removal Plan shall include how the contractor shall provide WMS, including the number of personnel expected to be assigned to each location and the frequency of contractor personnel on-site. WMS includes but is not limited to:

C-24.1.1 The contractor shall place and label/placard all containers to be used for waste collection or storage. The labels must meet the requirements outlined in Section C-6.1.1.

C-24.1.2 The contractor shall ensure the waste is segregated according to compatibility.

C-24.1.3 The contractor shall ensure adequate collection capacity at all times by removing and replacing full, or almost full, containers from the HWAP to the HWSA or to the disposal facility. Specifically, within five (5) workdays of a container being filled, submission of all appropriate turn-in documents to initiate the removal (e.g. DD Form 1348-1A) to appropriate authorities responsible for removing the HW (e.g. the COR) must be made. The placement of additional containers for waste collection (to increase collection capacity) is not allowed without the concurrence of the COR and the EMO or representative.

L.2.2.3.1.2. **Waste analysis.** The Operations Plan shall include documentation that each laboratory is competent to perform waste analysis in accordance with USEPA or equivalent international methods. This will include certification from the competent authority governmental agency and will identify which procedures and analyses the lab is certified for.

L.2.2.3.1.3. **Waste management, handling, and removal.** The plan shall describe waste management, handling and removal procedures to be performed in accordance with regulatory and contractual requirements. This will include a description of the contractor furnished, equipment, materials, services, and methods that will be used in the performance of the contract, to include the placement of contractor provided containers (if applicable) and the performance of Waste Management Services.

L.2.2.3.1.4. **Waste import, export, and transboundary movements.** The plan shall describe waste import, export, and transboundary movements, including destinations and routes (if applicable). The plan shall describe methods that will be employed to ensure compliance with import, export, and transboundary restrictions and notification requirements, e.g. Basel Convention requirements. For all countries involved, a list of competent authorities will be provided, including points of contact, addresses, phone and fax numbers.

L.2.2.3.1.5 **Transportation** A Transporter Profile Sheet must be submitted for each transporter proposed for use on this contract. The Transporter Profile Sheet is located in **Attachment 4b** and must be submitted, no substitute forms will be accepted, for each transporter proposed for use on this contract. Along with each Transporter Profile Sheet, the offeror shall provide a copy of the transporter permit or license which allows transport of the wastes. In addition to a copy of the complete permit in the language of the issuing country(ies), the offeror must submit an English translated copy of the permit. If the permit is too large to fully translate, a translated extract may be provided. Both permit and extract are required; the English extract cannot be substituted for the permit. The extract must include the following information:

- (i) The name and address of the issuing authority
- (ii) The waste streams that may be transported
- (iii) The expiration date

#### L.2.2.3.2. **TREATMENT, STORAGE, DISPOSAL AND RECYCLING (TSDR) FACILITIES PLAN**

L.2.2.3.2.2 **Treatment, Storage, Disposal and Recycling Facilities** A Facility Profile Sheet must be submitted for each treatment, storage, disposal or recycling facility, as well as each laboratory, proposed for use on this contract. The supporting documentation requirements found in clause C-5.3 also apply. The Facility Profile Sheet is located at Attachment 4a and must be submitted; no substitute forms will be accepted. (See H.4 TSDR FACILITIES) Along with each Facility Profile Sheet, the offeror shall provide a copy of the facility permit or license which allows treatment, storage and/or disposal of wastes. In addition to a copy of the complete permit in the language of the issuing country(ies), the offeror must submit an English translated copy of the permit. If the permit is too large to fully translate, a translated extract may be provided. Both permit and extract are required; the English extract cannot be substituted for the permit. The extract must include the following information:

- (i) The name and address of the issuing authority